

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Mark G., an individual

Plaintiff,

v.

County of Los Angeles , a public entity; Edda Figueroa, an individual; Steve Garza, an individual; Jamie Hein, and individual; Sandra Hernandez, an individual; Betty Luu, an individual; Dorian Troung, an individual; Sandra Chavez, an individual; Kimble Mealancon, an individual; Deborah Williams, an individual; Doris LeMeux, an individual; Millen Djanbazian, an individual; Adriana Hernandez, an individual; Lorena Freck, an individual; DOE DCFS Workers 1-10, known but unidentified individuals; and DOES 1 through 20, inclusive.

Defendant(s).

Case No.: 2:22-CV-04641 ODW (ADS)

[Discovery Document: Referred to Magistrate Judge Autumn D. Spaeth]

**STIPULATED PROTECTIVE ORDER**

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the  
6 Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that  
10 are entitled to confidential treatment under the applicable legal principles. The  
11 parties further acknowledge, as set forth in Section XIII(C), below, that this  
12 Stipulated Protective Order does not entitle them to file confidential information  
13 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
14 and the standards that will be applied when a party seeks permission from the  
15 Court to file material under seal.

16 **II. GOOD CAUSE STATEMENT**

17 The confidential information of minors and other parties involved in the  
18 underlying juvenile dependency proceeding which form the basis of, and give rise to,  
19 the instant litigation are protected under California Welfare and Institutions Code Sec.  
20 827 and California Rules of Court, Rule 5.552. The information contained in many of  
21 the records and documents likely to be sought in discovery thus constitutes confidential  
22 and private information for which special protection from public disclosure and from  
23 use for any purpose other than prosecution of this action is warranted. Such  
24 confidential and proprietary materials and information consist of, among other things,

1 confidential medical records, psychological records, juvenile case files and related  
2 record, other information otherwise generally unavailable to the public, or which may  
3 be privileged or otherwise protected from disclosure under state or federal statutes,  
4 court rules, case decisions, or common law.

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately protect  
7 information the parties are entitled to keep confidential, to ensure that the parties are  
8 permitted reasonable necessary uses of such material in preparation for and in the  
9 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
10 of justice, a protective order for such information is justified in this matter. It is the  
11 intent of the parties that information will not be designated as confidential for tactical  
12 reasons and that nothing be so designated without a good faith belief that it has been  
13 maintained in a confidential, non-public manner, and there is good cause why it should  
14 not be part of the public record of this case.

### 15 III. DEFINITIONS

16 A. Action: This pending federal law suit.

17 B. Challenging Party: A Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 C. “CONFIDENTIAL” Information or Items: Information (regardless of how  
20 it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
22 the Good Cause Statement.

23 D. Counsel: Counsel of Record for the parties as well as their support staff.

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

F. Disclosure or Discovery Material: All documents or information, regardless of the medium or manner in which it is generated, stored, or maintained, that are produced or generated in disclosures or responses to written discovery in this matter.

G. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

I. **Non-Party:** Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

J. Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

K. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Counsel of Record (and their support staffs).

L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

M. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or  
2 medium) and their employees and subcontractors.

3 N. Protected Material: Any Document, written Disclosure or written  
4 Discovery Material that is designated as “CONFIDENTIAL.”

5 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
6 from a Producing Party.

7 **IV. SCOPE**

8 A. The protections conferred by this Stipulation and Order cover not only  
9 Protected Material (as defined above), but also (1) any information copied or  
10 extracted from Protected Material; and (2) all copies, excerpts, summaries, or  
11 compilations of Protected Material.

12 B. Any use of Protected Material at trial shall be governed by the orders of  
13 the trial judge. This Order does not govern the use of Protected Material at trial.

14 **V. DURATION**

15 Once a case proceeds to trial, all of the information that was designated as  
16 confidential or maintained pursuant to this Protective Order that is admitted  
17 into evidence becomes public and will be presumptively available to all members  
18 of the public, including the press, unless compelling reasons supported by  
19 specific factual findings to proceed otherwise are made to the trial judge in  
20 advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d  
21 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing  
22 documents produced in discovery from “compelling reasons” standard when  
23 merits-related documents are part of court record). Accordingly, the terms of  
24 this Protective Order do not extend beyond the commencement of the trial.

1 **VI. DESIGNATING PROTECTED MATERIAL**

2       A.     Exercise of Restraint and Care in Designating Material for Protection

3           1.     Each Party or Non-Party that designates information or items for  
4           protection under this Order must take care to limit any such designation  
5           to specific material that qualifies under the appropriate standards. The  
6           Designating Party must designate for protection only those parts of  
7           material, documents, items, or oral or written communications that  
8           qualify so that other portions of the material, documents, items, or  
9           communications for which protection is not warranted are not swept  
10           unjustifiably within the ambit of this Order.

11           2.     Mass, indiscriminate, or routinized designations are prohibited.  
12           Designations that are shown to be clearly unjustified or that have been  
13           made for an improper purpose (e.g., to unnecessarily encumber the case  
14           development process or to impose unnecessary expenses and burdens on  
15           other parties) may expose the Designating Party to sanctions.

16           3.     If it comes to a Designating Party's attention that information or  
17           items that it designated for protection do not qualify for protection, that  
18           Designating Party must promptly notify all other Parties that it is  
19           withdrawing the inapplicable designation.

20       B.     Manner and Timing of Designations

21           1.     Except as otherwise provided in this Order (*see, e.g.*, Section  
22           B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
23           Discovery Material that qualifies for protection under this Order must be  
24           clearly so designated before the material is disclosed or produced.

1           2. Designation in conformity with this Order requires the following:

2           a. For information in documentary form (e.g., paper or  
3            electronic documents, but excluding transcripts of depositions or  
4            other pretrial or trial proceedings), that the Producing Party affix  
5            at a minimum, the legend “CONFIDENTIAL” (hereinafter  
6            “CONFIDENTIAL legend”), to each page that contains protected  
7            material. If only a portion or portions of the material on a page  
8            qualifies for protection, the Producing Party also must clearly  
9            identify the protected portion(s) (e.g., by making appropriate  
10            markings in the margins).

11           b. A Party or Non-Party that makes original documents  
12            available for inspection need not designate them for protection  
13            until after the inspecting Party has indicated which documents it  
14            would like copied and produced. During the inspection and before  
15            the designation, all of the material made available for inspection  
16            shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
17            identified the documents it wants copied and produced, the  
18            Producing Party must determine which documents, or portions  
19            thereof, qualify for protection under this Order. Then, before  
20            producing the specified documents, the Producing Party must affix  
21            the “CONFIDENTIAL legend” to each page that contains Protected  
22            Material. If only a portion or portions of the material on a page  
23            qualifies for protection, the Producing Party also must clearly

24

1 identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 c. For testimony given in depositions, that the Designating  
4 Party identify the Disclosure or Discovery Material on the record,  
5 before the close of the deposition all protected testimony.

6 d. For information produced in form other than document and  
7 for any other tangible items, that the Producing Party affix in a  
8 prominent place on the exterior of the container or containers in  
9 which the information is stored the legend "CONFIDENTIAL." If  
10 only a portion or portions of the information warrants protection,  
11 the Producing Party, to the extent practicable, shall identify the  
12 protected portion(s).

13 C. Inadvertent Failure to Designate

14 1. If corrected within 30 days of the time any inadvertent failure to  
15 designate qualified information or items, then such failure does not,  
16 standing alone, waive the Designating Party's right to secure protection  
17 under this Order for such material. Upon timely correction of a  
18 designation, the Receiving Party must make reasonable efforts to assure  
19 that the material is treated in accordance with the provisions of this  
20 Order.

21 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

## B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

## A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

1           2. Protected Material must be stored and maintained by a Receiving  
2           Party at a location and in a secure manner that ensures that access is  
3           limited to the persons authorized under this Order.

4           B. Disclosure of “CONFIDENTIAL” Information or Items

5           1. Unless otherwise ordered by the Court or permitted in writing by  
6           the Designating Party, a Receiving Party may disclose any information or  
7           item designated “CONFIDENTIAL” only to:

- 8           a. The Receiving Party’s Outside Counsel of Record in this  
9           Action, as well as employees of said Outside Counsel of Record to  
10           whom it is reasonably necessary to disclose the information for this  
11           Action;
- 12           b. The officers, directors, and employees (including House  
13           Counsel) of the Receiving Party to whom disclosure is reasonably  
14           necessary for this Action;
- 15           c. Experts (as defined in this Order) of the Receiving Party to  
16           whom disclosure is reasonably necessary for this Action and who  
17           have signed the “Acknowledgment and Agreement to Be Bound”  
18           (Exhibit A);
- 19           d. The Court and its personnel;
- 20           e. Court reporters and their staff;
- 21           f. Professional jury or trial consultants, mock jurors, and  
22           Professional Vendors to whom disclosure is reasonably necessary  
23           for this Action and who have signed the “Acknowledgment and  
24           Agreement to be Bound” attached as Exhibit A hereto;

- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- 1        1.      Promptly notify in writing the Designating Party. Such notification  
2                shall include a copy of the subpoena or court order;
- 3        2.      Promptly notify in writing the party who caused the subpoena or  
4                order to issue in the other litigation that some or all of the material  
5                covered by the subpoena or order is subject to this Protective Order. Such  
6                notification shall include a copy of this Stipulated Protective Order; and  
7        3.      Cooperate with respect to all reasonable procedures sought to be  
8                pursued by the Designating Party whose Protected Material may be  
9                affected.

10        B.     If the Designating Party timely seeks a protective order, the Party served  
11                with the subpoena or court order shall not produce any information designated  
12                in this action as “CONFIDENTIAL” before a determination by the Court from  
13                which the subpoena or order issued, unless the Party has obtained the  
14                Designating Party’s permission. The Designating Party shall bear the burden  
15                and expense of seeking protection in that court of its confidential material and  
16                nothing in these provisions should be construed as authorizing or encouraging a  
17                Receiving Party in this Action to disobey a lawful directive from another court.

18        **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19                PRODUCED IN THIS LITIGATION**

20        A.     The terms of this Order are applicable to information produced by a Non-  
21                Party in this Action and designated as “CONFIDENTIAL.” Such information  
22                produced by Non-Parties in connection with this litigation is protected by the  
23                remedies and relief provided by this Order. Nothing in these provisions should  
24                be construed as prohibiting a Non-Party from seeking additional protections.

1       B.     In the event that a Party is required, by a valid discovery request, to  
2     produce a Non-Party's confidential information in its possession, and the Party  
3     is subject to an agreement with the Non-Party not to produce the Non-Party's  
4     confidential information, then the Party shall:

5           1.     Promptly notify in writing the Requesting Party and the Non-Party  
6     that some or all of the information requested is subject to a  
7     confidentiality agreement with a Non-Party;

8           2.     Promptly provide the Non-Party with a copy of the Stipulated  
9     Protective Order in this Action, the relevant discovery request(s), and a  
10    reasonably specific description of the information requested; and

11           3.     Make the information requested available for inspection by the  
12    Non-Party, if requested.

13       C.     If the Non-Party fails to seek a protective order from this court within 14  
14    days of receiving the notice and accompanying information, the Receiving Party  
15    may produce the Non-Party's confidential information responsive to the  
16    discovery request. If the Non-Party timely seeks a protective order, the  
17    Receiving Party shall not produce any information in its possession or control  
18    that is subject to the confidentiality agreement with the Non-Party before a  
19    determination by the court. Absent a court order to the contrary, the Non-Party  
20    shall bear the burden and expense of seeking protection in this court of its  
21    Protected Material.

22       **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23       A.     If a Receiving Party learns that, by inadvertence or otherwise, it has  
24    disclosed Protected Material to any person or in any circumstance not

1 authorized under this Stipulated Protective Order, the Receiving Party must  
2 immediately (1) notify in writing the Designating Party of the unauthorized  
3 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
4 Protected Material, (3) inform the person or persons to whom unauthorized  
5 disclosures were made of all the terms of this Order, and (4) request such person  
6 or persons to execute the “Acknowledgment and Agreement to be Bound” that is  
7 attached hereto as Exhibit A.

8 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
9 PROTECTED MATERIAL**

10 A. When a Producing Party gives notice to Receiving Parties that certain  
11 inadvertently produced material is subject to a claim of privilege or other  
12 protection, the obligations of the Receiving Parties are those set forth in Federal  
13 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
14 whatever procedure may be established in an e-discovery order that provides for  
15 production without prior privilege review. Pursuant to Federal Rule of Evidence  
16 502(d) and (e), insofar as the parties reach an agreement on the effect of  
17 disclosure of a communication or information covered by the attorney-client  
18 privilege or work product protection, the parties may incorporate their  
19 agreement in the Stipulated Protective Order submitted to the Court.

20 **XIII. MISCELLANEOUS**

21 A. Right to Further Relief

22 1. Nothing in this Order abridges the right of any person to seek its  
23 modification by the Court in the future.

24 B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives  
2 any right it otherwise would have to object to disclosing or producing any  
3 information or item on any ground not addressed in this Stipulated  
4 Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective  
6 Order.

7 C. Filing Protected Material

8 1. A Party that seeks to file under seal any Protected Material must  
9 comply with Civil Local Rule 79-5. Protected Material may only be filed  
10 under seal pursuant to a court order authorizing the sealing of the specific  
11 Protected Material at issue. If a Party's request to file Protected Material  
12 under seal is denied by the Court, then the Receiving Party may file the  
13 information in the public record unless otherwise instructed by the Court.

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V, within  
16 sixty (60) days of a written request by the Designating Party, each Receiving  
17 Party must return all Protected Material to the Producing Party or destroy such  
18 material with the exception of juvenile case file materials to which the particular  
19 party was a party in the underlying action. As used in this subdivision, "all  
20 Protected Material" includes all copies, abstracts, compilations, summaries, and  
21 any other format reproducing or capturing any of the Protected Material.  
22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
23 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
24 memoranda, correspondence, deposition and trial exhibits, expert reports,

1 attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth  
4 in Section V.

5 B. Any violation of this Order may be punished by any and all appropriate  
6 measures including, without limitation, contempt proceedings and/or monetary  
7 sanctions.

8

9

10 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

11 Dated: 10/27/2023

12 /S/ Shawn A. McMillan  
Shawn A. McMillan, Esq.  
13 Attorney for Plaintiff, Mark G.

14 Dated: 10/27/2023

15 /S/ Jennifer Gysler  
Jennifer Gysler, Esq.  
16 Attorney for all Defendants

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18 Dated: 10/30/2023

19 \_\_\_\_\_ /s/ Autumn D. Spaeth  
HONORABLE AUTUMN D. SPAETH  
20 United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [DATE] in the case of \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the Court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed Name:

Signature: \_\_\_\_\_

**PROOF OF SERVICE**

*MARK G. VS. COUNTY OF LOS ANGELES, ET AL.,*  
CASE NO. 2:22-CV-04641-ODW (ADS)

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

I am employed in the County of San Diego, State of California. I am over 18 years of age and am not a party to the within action. My business address is 4955 Via Lapiz, San Diego, California 92122.

On October 27, 2023, I electronically filed the foregoing documents described as:

- STIPULATED PROTECTIVE ORDER

**X (BY ELECTRONIC FILING)** I electronically filed with the Clerk of the Court a true and correct copy of the original as indicated above, and a Notice of Electronic Filing (NEF) is automatically generated by the CM/ECF system and sent by e-mail to all attorneys in the case.

And I hereby certify that I have mailed the foregoing documents as indicated above to the parties who are not registered for the CM/ECF system as following:

**None.**

Parties can access this filing through the Court's system.

Dated: October 27, 2023

/S/ Shawn A. McMillan  
Shawn A. McMillan